

Decision _____

BEFORE THE PUBLIC UTILITIES COMMISSION OF THE STATE OF CALIFORNIA

Order Instituting Rulemaking to Consider
Specified Amendments to Rule 18 of
General Order 95.

Rulemaking16-12-001

**DECISION GRANTING COMPENSATION TO THE UTILITY REFORM
NETWORK FOR SUBSTANTIAL CONTRIBUTION TO DECISION 18-05-042**

Intervenor: The Utility Reform Network	For contribution to Decision (D.) 18-05-042
Claimed: \$76,515.77	Awarded: \$79,455.78
Assigned Commissioner: Michael Picker	Assigned ALJs: Nilgun Atamturk, Robert M. Mason

PART I: PROCEDURAL ISSUES:

A. Brief description of Decision:	The Decision approves a Settlement Agreement for modifications to Rule 18 of General Order 95, which requires utilities to have auditable maintenance programs for overhead facilities. The Decision adopts a settlement entered into by TURN, SED, and almost all of the settling parties that (1) reduces or establishes the timeframe to make repair, (2) clarifies communications and establishes a timeframe within which utilities must communicate observed or created potential violations of GO 95 and safety hazards, (3) clarifies Staff's authority to shorten timeframes to correct a violation, (4) expands the record keeping required in the utilities' auditable maintenance programs, and (5) clarifies utilities' obligation to maintain safe facilities.
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B. Intervenor must satisfy intervenor compensation requirements set forth in Pub. Util. Code §§ 1801-1812¹:

	Intervenor	CPUC Verification
Timely filing of notice of intent to claim compensation (NOI) (§ 1804(a)):		
1. Date of Prehearing Conference:	April 11, 2017	Verified
2. Other specified date for NOI:	N/A	
3. Date NOI filed:	April 3, 2017	Verified
4. Was the NOI timely filed?		Yes
Showing of eligible customer status (§ 1802(b) or eligible local government entity status (§§ 1802(d), 1802.4)):		
5. Based on ALJ ruling issued in proceeding number:	R.06-05-028	Verified
6. Date of ALJ ruling:	August 29, 2006	Verified
7. Based on another CPUC determination (specify):	N/A	
8. Has the Intervenor demonstrated customer status or eligible government entity status?		Yes

¹ All statutory references are to California Public Utilities Code unless indicated otherwise.

Showing of “significant financial hardship” (§1802(h) or §1803.1(b)):		
9. Based on ALJ ruling issued in proceeding number:	A.16-08-006	Verified
10. Date of ALJ ruling:	November 28, 2016	Verified
11. Based on another CPUC determination (specify):	N/A	
12. Has the Intervenor demonstrated significant financial hardship?		Yes
Timely request for compensation (§ 1804(c)):		
13. Identify Final Decision:	D.18-05-042	Verified
14. Date of issuance of Final Order or Decision:	June 6, 2018	June 7, 2018
15. File date of compensation request:	July 31, 2018	Verified
16. Was the request for compensation timely?		Yes

C. Additional Comments on Part I:

#	Intervenor’s Comment(s)	CPUC Discussion
3, 4	Given that the procedural schedule had been suspended once already and the PHC had to be rescheduled, TURN filed its NOI at the time it filed its PHC statement out of an abundance of caution.	Noted

PART II: SUBSTANTIAL CONTRIBUTION:

A. Did the Intervenor substantially contribute to the final decision (*see* § 1802(j), § 1803(a), 1803.1(a) and D.98-04-059):

Intervenor’s Claimed Contribution(s)	Specific References to Intervenor’s Claimed Contribution(s)	CPUC Discussion
Background The Rulemaking was opened in response to Safety and Enforcement Division’s petition for a rulemaking to consider the elimination of Rule 18 in General	OIR at pp. 2-4. TURN PHC Statement at p. 4. PHC Transcript at 59:8-16.	

<p>Order 95 or to amend Rule 18. Rule 18 requires utilities to repair damage to their overhead utility facilities within a certain timeframe depending on the risk that damage poses to safety or reliability. Rule 18 requirements direct utilities to ensure the timely repair and maintenance of overhead utility lines resulting in safe, reliable, and affordable service for all utilities with equipment on the affected utility pole. TURN intervened in the proceeding because Rule 18, with appropriate modifications, balances the efficiencies gained when utilities can prioritize repair based on the urgency of the need for repair, while preventing utilities from deferring or forgoing remediation and posing a risk to safety or reliability.</p> <p>Prior to and during the PHC, SED and the utilities requested the Commission suspend the procedural schedule in favor of six months of settlement negotiations. While TURN was not supportive of a long or open-ended suspension, during the PHC we expressed our willingness to participate in settlement discussions. TURN was an active member throughout the settlement discussions and worked with the active parties to settle on amendments to Rule 18 that balanced the needs of the wide diversity of stakeholders involved while still preserving the intent of Rule 18 to support safety for overhead utilities lines. TURN worked very closely with other</p>	Final Decision at pp. 21, 35-36.	Verified
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<p>intervenor and non-utilities - UCAN, CWA, CCUE, Open Door Legal, ORA and OSA - to encourage the Commission to establish rules that add transparency to the process for the categorization of repairs, shorten the timeframe for repairs, and clarify the rules for how utilities interact and communicate with one another and SED regarding the inspection, discovery and repair of problems on a pole.</p> <p>The settlement negotiations resulted in a Settlement Agreement on all issues with almost all parties signing the agreement. While some parties, such as Edison and ORA did not join the settlement, only PacifiCorp and the Joint POU's explicitly opposed the Settlement Agreement in comments on the Motion and comments on the Proposed Decision adopting the Agreement. TURN worked closely with SED, UCAN, CWA, CCUC, and Open Door Legal to defend the Settlement Agreement and Proposed Decision. The Final Decision adopted the Settlement finding that it is in the public interest because it "has the broad support among parties that are fairly reflective of the affected interests" including utility consumers, "the Settlement Agreement does not contravene statutory provisions or prior Commission decisions," and "the Settlement Agreement fulfills the purpose of this proceeding by amending GO 95 in a way to enhance safety and reliability."</p>		
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<p>TURN's work in this case and the resulting settlement are important for ratepayers because the amended rules expedite repair of overhead utilities facilities and support transparency and enforcement of the rules, thereby increasing the safety and reliability of the system. TURN's substantial contribution to the settlement discussions allowed the discussions to strike a balance between ratepayers interests, including cost, safety and reliability and creating an efficient process for SED to audit and expedite necessary maintenance, while maintaining a cost-efficient method of prioritizing utility repairs that would not be burdensome for utility personnel or ratepayers.</p>		
<p>1. Settlement – Shortening Timeframes for Repair In granting SED's petition, the Commission found that "allowing utilities up to 59 months to remediate facilities that pose a risk to safety and/or reliability (Priority Level 2), or to make no repairs at all (Priority Level 3), is not conducive to safety and reliability."</p> <p>During settlement discussions, TURN and the settling parties worked to clarify and improve the definitions of Level 1, Level 2, and Level 3 priorities to help ensure consistent application and interpretation of the rules by the utilities and to make it easy for the Commission and consumers to understand how repairs are</p>	<p>OIR at p. 15. Motion to Adopt the Settlement Agreement at pp. 2, 4, 5, 10. Pacific Corp Opposition to the Motion to Adopt the Settlement Agreement at pp. 3-5. Joint Parties Reply to Opposition to the Settling Parties' Motion to Adopt the Settlement at pp. 2, 6-8, 11-12. Final Decision at p. 17, 19, 24-27.</p>	<p>Verified</p>

<p>prioritized. In the Motion to Adopt the Settlement Agreement, the settling parties urged the Commission to adopt the settlement because the “improved clarity and consistency regarding the priority levels to be assigned to various potential violations” protected and enhanced public safety and furthered the public interest.</p> <p>In addition to redefining the categorization of each Priority level, TURN, working together with the settling parties, urged the Commission to adopt a revised Rule 18 that would balance the need to expedite repairs to ensure customer and worker safety and yet be cost efficient. During settlement discussions, TURN and other parties conducted discovery on current practices with Rule 18 repairs to inform settlement discussions and better understand the feasibility and the impacts of the proposed shorten timeframes for repair.</p> <p>The Settlement Agreement enhances safety and reliability by adopting a shortened timeframe for correcting Priority Level 2 risks (from 59 months to 36 months) and by establishing a deadline for correcting Priority Level 3 risks where no deadline previously existed. Further, to help utilities more efficiently apply Rule 18 repairs and allow SED to more effectively enforce the Rule, parties to the Settlement also created a list of examples of Level 2 and Level 3 conditions to</p>		
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<p>standardize the categorization and prioritization process. To preserve ratepayer funded resources, the Settlement also establishes a list and a process for utilities to request types of repairs that could be corrected on an opportunity basis (instead of requiring the repair to be made by a specific deadline, the repair can be done the next time a worker goes to the pole).</p> <p>Of the 47 parties to the proceeding, PacifiCorp was the only party that opposed the settlement explicitly on the ground that the shortened timeframes for repair would be too costly. TURN, together with SED and other intervenors, defended the Settlement Agreement, noting that PacifiCorp had not provided specific information on costs to support its assertion and that many of PacifiCorp's cost concerns were addressed by the fact that the new Rule 18 would apply prospectively and not require utilities to apply the new stricter timeframes on existing potential violations.</p> <p>In adopting the settlement, the Final Decision notes that the Commission was "persuaded by the ratepayer-advocate parties in this proceeding (i.e., ORA, TURN, and UCAN) that PacifiCorp has not demonstrated that the reduced correction timeframes will cause PacifiCorp's maintenance costs to increase significantly," and "that the costs incurred by utilities to implement reduced correction timeframes are more than offset by</p>		
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the safety benefits.”		
<p>2. Worker Qualifications The OIR required parties to consider “alternative and/or additional amendments to Rule 18 for the purpose of ensuring that Rule 18 does not allow utilities to defer or forgo the remediation of overhead facilities that pose a risk to safety and/ or reliability.” The utilities’ representatives determine whether a repair is a Level 1, Level 2, or Level 3 priority, and therefore the schedule for repair.</p> <p>TURN worked with the settling parties to increase transparency by including “a requirement that each company describe in its auditable maintenance program the required qualifications for company representatives who perform inspections and/or who schedule corrective actions.” TURN’s goal was to ensure that employees responsible for identifying problems pursuant to Rule 18 are properly trained and have sufficient qualifications to appropriately identify the need for repairs, some of which could pose significant and immediate threats to safety.</p> <p>In adopting the Settlement Agreement, the Final Decision notes that the Settlement is in the public interest and enhances safety – in part – because “the Settlement Agreement requires transparency regarding the qualifications for utility representatives who perform inspections and/or who schedule corrective actions.”</p>	<p>OIR at pp. 6, 20. Motion to Adopt the Settlement Agreement at p. 4. Final Decision at p. 14.</p>	Verified

<p>3. Clarifying Communications Between Companies and Timeframes to Communicate In considering alternatives or additional amendments to Rule 18, parties discussed the notification requirements between utilities when a safety hazard or potential violation is created or discovered on another utilities' equipment that shares space on a pole.</p> <p>Many utility poles in California include equipment owned by different utilities and the Commission and pole owners have elaborate processes and procedures for siting this equipment and for maintenance and repairs. During settlement discussions, TURN worked with the settling parties to clarify and to strengthen the utilities' obligations to communicate observed safety hazards and potential violations of Rule 18 identified on a shared pole or caused by another utility's facilities. Settling parties recommended the Commission adopt the Settlement Agreement that includes "modifications to strengthen and improve consistency between provisions regarding notification and documentation of potential violations that one entity has created on the facilities of another entity, and of discovered Safety Hazards involving facilities of another entity."</p>	<p>OIR at p. 20.</p> <p>Motion to Adopt the Settlement Agreement at pp. 3-4, 10.</p> <p>Final Decision at p. 15.</p>	<p>Verified</p>
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<p>The Final Decision notes the Settlement Agreement is in the public interest and enhances safety – in part – because it “strengthens the process for inter-utility notifications of potential violations and Safety Hazards.”</p>		
<p>4. Exception to Timeframes for Repair Prior to the Commission’s adoption of the Settlement Agreement, Rule 18 had no deadline for Level 3 priority repairs despite identification and acknowledgement that there was a problem with equipment or the pole that could eventually impact worker safety or service reliability. As noted above, the Settling Parties recommended that the Commission establish a maximum timeframe to fix Level 3 repairs. However, TURN and other parties also agreed that there are some low priority repairs that could be more cost effectively repaired as opportunity-based maintenance, fixing the repair the next time a worker is on the pole, instead of with a specific timeframe for repair. Therefore, the settling parties created a list of specific exceptions that allow utilities to wait to repair a low priority problem until the utility has another repair or reason to address issues on the same pole. In addition to a list of specific exceptions, settling parties recognized that they cannot foresee all situations and also created a process for utilities to request approval for additional exceptions via a Commission process that could apply to either a</p>	<p>Motion to Adopt the Settlement Agreement at p. 4; Attachment A, Exhibit 4 at pp. 2-3.</p> <p>PacifiCorp Opposition to the Motion to Adopt the Settlement Agreement at p. 2.</p> <p>Joint Parties Reply to Opposition to the Motion to Adopt the Settlement Agreement at pp. 5-6, 12-14.</p> <p>Final Decision at pp. 16, 19, 25, 27, 33, 35.</p>	<p>Verified</p>

<p>specific utility or, if agreed upon by the Commission, apply to all utilities subject to Rule 18. TURN's advocacy on this issue during settlement kept the exceptions process narrow to ensure most repairs are addressed in a timely manner and to provide consistency to the application of the rules.</p> <p>PacifiCorp opposed the Settlement Agreement on the grounds that PacifiCorp should be exempt from the rules because the Legislature had previously recognized that PacifiCorp should not be burdened by uneconomic regulations. PacifiCorp also wanted a broader exception for identified problems with High Voltage signs. TURN, together with SED, UCAN, CWA, CCUE, and Open Door Legal, opposed PacifiCorp's request on the basis that PacifiCorp was not exempt from complying with GO 95 and that many of PacifiCorps' concerns were already addressed in the Settlement Agreement that incorporated two limited exceptions for High Voltage Sign repair, the ability to request additional exceptions specific to PacificCorp, and other cost-efficient methods that would not compromise safety and reliability. The non-utilities and SED recommended the Commission reject PacifiCorp's proposals and adopt the Settlement Agreement as it was.</p> <p>Joint POUs also opposed the Settlement Agreement, arguing that the exceptions process should</p>		
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<p>be revised to narrow any exceptions for climbing space obstructions. The POU's also urged the Commission to automatically apply any granted exceptions to all other utilities that must comply with Rule 18. TURN, with SED, UCAN, CWA, CCUE, and Open Door Legal, opposed the Joint POU's request on the grounds that the Settlement Agreement offered a flexible and risk-based process to prioritize repairs of climbing space obstructions, and currently only allowed very limited exceptions to these specific timeframes for repair making the POU proposed changes unnecessary and too limiting. TURN's joint comment also opposed the suggestion that exceptions requests should automatically apply on the grounds that it would disrupt the Settlement and is not supported in the record. As such, TURN and the Joint Non-Utilities recommended that the Commission reject the Joint POU's opposition and adopt the Settlement Agreement as it was written.</p> <p>The Final Decision notes that the Commission was "persuaded by the Joint Parties that the increased public safety provided by High Voltage Signs exceeds the safety risk to utility works who correct illegible or missing High Voltage Signs." With regards to climbing space obstructions, the Final Decision rejects the POU's concerns and notes that "the Settlement Agreement properly allows this risk-based</p>		
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<p>prioritization, which enables utilities to direct their limited resources to the highest safety and reliability risks while also ensuring that utilities correct all identified safety and reliability risks within a reasonable time.” The Final Decision also agrees that the POU request to apply exceptions to all utilities was not well supported in the record and rejected this proposal.</p>		
<p>5. Changes to the Proposed Decision The Proposed Decision rejected PacifiCorp’s and the Joint POUs’ opposition to the Settlement Agreement and adopt the Settlement Agreement without modifications, yet PacifiCorp and the Joint POUs continued to object and requested modifications to the Proposed Decision.</p> <p>PacifiCorp requested modifications to the Proposed Decision’ Findings of Fact regarding High Voltage Sign safety stating concerns regarding the likelihood of PacifiCorp experiencing increased maintenance cost as a result of the amendments to Rule 18. TURN, with SED, UCAN, CWA, CCUE, and Open Door Legal, suggested modifications to the Proposed Decision to clarify that the intent of the High Voltage Sign Finding of Fact was not to preclude additional requests for exceptions to the Level 3 timeframe for repair for High Voltage Signs conditions, thus providing utilities some discretion regarding repairs. Similarly, TURN and the Joint</p>	<p>Joint Parties Reply to PD at pp. 1-2. Joint POUs Opening Comments on the PD at pp. 2, 3, 6. Joint Parties Reply to PD at pp. 3, 4-5. Final Decision at pp. 43-44.</p>	<p>Verified</p>

<p>Parties recommended modifying the Findings of Fact regarding PacifiCorp's increased maintenance cost to reflect the record that PacifiCorp has not demonstrated that the adoption of the Settlement Agreement will significantly increase PacifiCorp's costs. The Final Decision modified two Findings of Fact to clarify that the High Voltage Sign Finding of Fact did not prejudice any future High Voltage Sign exemption requests, and clarified that PacifiCorp had not demonstrated its costs would increase significantly thus strengthening the Final Decision and the Commission's explanation and rationale for its findings.</p> <p>In their comments on the Proposed Decision, the Joint POU's reiterated their opposition to the Proposed Decision and the Settlement on several grounds including the Proposed Decision's refusal to limit the Commission's grant of authority to Staff to expedite repairs sooner than Rule 18 allows, their position that even minimally intrusive climbing space obstructions should be a Priority Level 2 repair or higher, and their request that any new Level 3 exceptions be broadly applicable. In reply comments on the Proposed Decision, TURN and the Joint Parties urged the Commission to reject the POU's comments. TURN's joint comments pointed out the need for flexible Staff authority to address exigent or unique circumstances, the importance of the exceptions</p>		
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<p>process to address varying degrees of climbing space obstructions and other potential violations that require different levels of responses and the need for the exceptions process to narrowly apply to the requesting party except for specific requests. The Final Decision agreed with TURN's comments and rejected the POU's requests for changes on these issues. It also agreed with TURN's and Intervenor 's joint request to add a Finding of Fact supporting the exceptions process, noting there are variable degrees of climbing space obstructions and explicitly rejecting the Joint POUs further requests for modifications.</p>		
<p>6. Clarification of Rule 18's Interactions with Other Rules Some parties raised concerns regarding how this proceeding would affect R.15-05-006, the Fire Maps proceeding. TURN is an active party in the Fire Map proceeding and worked with other settling parties to clarify, complement, and coordinate efforts between the two proceedings. During settlement, the parties to the proceeding clarified how Rule 18 interacted with other rules to not jeopardize the intent or effectiveness of those rules and Staff's authority, and to develop a common understanding and consistency of how Rule 18 applied to the utilities and common expectation regarding correction times for attachers.</p> <p>TURN worked to ensure that the Settling Parties explicitly stated that Rule 18 does not relieve</p>	<p>OIR at pp. 6-8. CIPs PHC Statements at pp. 2-3. PHC Transcript at 5:19-11:11. Motion to Adopt the Settlement Agreement at pp. 2, 4-6, 10-11. Joint Parties Reply to Opposition to Motion to Adopt the Settlement at p. 18. Joint Parties Reply to PD at p. 3. Final Decision at pp. 36-37.</p>	<p>Verified</p>

<p>utilities from other obligations. Throughout settlement, TURN and the other parties continually reminded the group of the revisions to G.O. 95 proposed in the Fire Maps proceeding, recommended that the new Rule 18 be implemented in coordination with the implementation of the new Fire Maps rules and clarified that the settling parties' positions in the Rule 18 proceeding did not prejudice their positions in the Fire Maps proceeding.</p> <p>SED previously recommended the elimination of Rule 18 because SED had experienced utilities using the language in Rule 18 to undermine SED's enforcement authority. During settlement, the settling parties agreed to delete language that allowed companies 30 days to comply with Staff's request for data and instead left open the possibility that Staff could request data within faster timeframe for compliance. Similarly, the settling parties agreed that Staff had the authority to require utilities to repair a violation faster than the time permitted in Rule 18. As discussed above, when challenged by the Joint POU's, TURN and the Joint Parties defended the Settlement Agreement's – and later for the Proposed Decision's – proposed grant of authority to Staff to expedite the repair of a broad range of violations since doing so would be in the public interest to ensure safe and reliable services.</p> <p>In addition to being able to require</p>		
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<p>utilities to expedite repairs, SED has citation authority over GO 95 violations. During settlement, parties clarified how SED's citation authority and Rule 18 would interact. Since Rule 18 does not relieve utilities of their other obligations, TURN and the settling parties clarified that, when considering a possible citation or penalty under its independent authority beyond Rule 18, Staff should weigh the fact that a utilities' violation had been documented as a potential violation and was scheduled for repair pursuant to Rule 18 – in favor or against a utility.</p> <p>The Commission agreed and found that these clarifications regarding how Rule 18 interacted with other rules were reasonable in light of the whole record and was in the public interest, ensuring safe and reliable utility services.</p>		
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B. Duplication of Effort (§ 1801.3(f) and § 1802.5):

	Intervenor's Assertion	CPUC Discussion
a. Was the Public Advocate's Office at the California Public Utilities Commission (Cal Advocates) a party to the proceeding? ²	Yes	Verified
b. Were there other parties to the proceeding with positions similar to yours?	Yes	Verified
c. If so, provide name of other parties: Safety and Enforcement Division (SED), Office of Safety Advocates (OSA), Utility Consumers' Action Network (UCAN),		Verified

² The Office of Ratepayer Advocates (ORA) was renamed the Public Advocate's Office at the California Public Utilities Commission (Cal Advocates), pursuant to Senate Bill No. 854, which was the Governor approved on June 27, 2018.

Communications Workers of America, District 9 (CWA), Coalition of California Utility Employees (CCUE), Open Door Legal.	
<p>d. Intervenor’s claim of non-duplication: TURN’s compensation should not be reduced for duplication of effort with the other parties to the proceeding. TURN took reasonable steps to keep any duplication to a minimum, including working closely with UCAN, CWA/ CCUE, Open Door Legal, ORA, OSA, and SED to complement and assist the work of each consumer representative.</p> <p>As the attached time records show, TURN, UCAN, CWA/ CCUE, and Open Door Legal drafted and filed joint discovery, developed strategy and record support for our position, and worked closely together during the several months of settlement discussions, and after the settlement agreement was submitted to the Commission. TURN also worked closely with SED to defend the Settlement Agreement and Proposed Decision. This close coordination and joint work effort avoided wasteful duplication of efforts and allowed TURN and others to conserve resources, resulting in more efficient and effective advocacy that allowed each party to accomplish more than it could on its own. At the same time, TURN’s focus on the overall cost impacts and improved safety and reliability of networks, differed from UCAN’s focus on an auditable and enforceable maintenance process, CWA/ CCUE’s focus on labor and safety issues, Open Door Legal’s focus on issues impacting impoverished communities living among utility sites, and SED’s focus on preserving and strengthening Staff’s enforcement authority. TURN also, generally coordinated the group and joint work efforts and brought its institutional knowledge of numerous previous and current related proceedings, including the Fire Maps proceeding, rate cases, and its work on service quality and rural call completion issues to benefit the group.</p> <p>Due to resource constraints, both ORA and OSA took a smaller role in the settlement discussions and only generally monitored the proceeding. TURN coordinated with ORA and OSA to keep them up to date on developments during the settlement process and consulted with both offices from time to time on strategy and subject matter expert issues. TURN did not have an expert in this proceeding and worked with one of ORA’s experts for the work developing a non-exhaustive list of examples for each Priority Level of repair. As the filings demonstrate, ORA generally supported the Settlement Agreement and filled a set of</p>	Noted

<p>comments, and OSA remained neutral on the Settlement Agreement. Neither ORA nor OSA filed comments on the Proposed Decision.</p> <p>TURN urges the Commission to find that any minimal duplication of effort was reasonable and necessary for TURN's contributions to the proceeding.</p>	
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PART III: REASONABLENESS OF REQUESTED COMPENSATION:

A. General Claim of Reasonableness (§ 1801 and § 1806):

	CPUC Discussion
<p>a. Intervenor's claim of cost reasonableness:</p> <p>TURN's substantial contribution in this docket resulted in significant benefits for ratepayers throughout California. Therefore, TURN urges the Commission to find that its costs of participations of \$76,515.77 are reasonable. The utilities' auditable maintenance programs and SED's enforcement of safety rules directly affect consumers' ability to obtain safe and reliable services at affordable rates. As a result, repairing facilities as quickly as possible and allowing prioritization of repair to cost-effectively maintain those facilities have a significant impact on end users.</p> <p>TURN worked with other intervenors to ensure that the utilities' facilities maintenance obligations were in the public interest and supported cost-efficient maintenance and SED's strong enforcement authority. The resulting settlement balances the need for timely repair with the need for a flexible process to provide for cost-effective utility process to address repairs that pose a very low risk to safety or reliability of the networks. This settlement reduces timeframes for repairs, or establishes timeframes where none existed, but also identifies specific exceptions and creates a process to request additional exceptions to the timeframes for repairs to allow for consistency in enforcement of these rules.</p> <p>The settlement also benefits consumers through clarifications of utilities' obligations to repair, utilities' obligations to communicate with each other, and SED's authority to enforce safety rules.</p> <p>It is difficult to specifically quantify the benefits to ratepayers resulting from TURN's participation. But the improvements to General Order 95, Rule 18, will likely spur consumer benefits in increased safety and reliability, and more timely repairs. TURN urges the Commission to</p>	Noted

find that TURN's costs of participation is reasonable in light of these consumer benefits.	
<p>b. Reasonableness of hours claimed:</p> <p>Ashley Salas was TURN's lead attorney in this proceeding. She was responsible for initial strategy development, discovery, research and she served as TURN's representative during settlement discussions. Ms. Salas also served as the informal coordinator for the non-utilities coalition and worked with this group to move forward with a consumer-friendly agenda.</p> <p>Ms. Mailloux assisted Ms. Salas in several aspects of this proceeding including strategy development, settlement and discovery matters. Ms. Mailloux generally supervises and oversees Ms. Salas work but, as the time sheets reflect, Ms. Mailloux also was directly involved in small amounts of settlement and discovery activities. This request also includes a small amount of hours for Mr. Long and Ms. Suetake to support TURN's work in this proceeding. Their work not only addressed energy-specific issues, including complicated cost estimate proposals and utility pole access issues, but also provided guidance and coordination between issues in this proceeding and TURN's work on several other energy cases.</p> <p>With Ms. Salas taking the lead and other TURN advocates having a specific role to support TURN's work in this proceeding, TURN urges the Commission to find that these hours are reasonable and reflect only a necessary amount of duplication. While some hours and hourly entries reflect internal and external meetings involving two or more of TURN's attorneys, these entries reflect that TURN's attorneys met to develop and execute case strategy, and as necessary to coordinate their work on these overlapping issues. For external meetings with more than one TURN representative, these instances are limited to situations where it was essential because of the wide range of issues on settlement, discovery and consumer coordination and the wide range of stakeholder interests represented by multiple carrier and municipal parties also attending these meetings. Occasionally, the Commission has deemed such entries as reflecting internal duplication and not eligible for an award of intervenor compensation. This is not the case here.</p> <p>Indeed, TURN has reviewed its time sheets and deleted entries where there was a likelihood of duplication. For the remaining entries, TURN advocates were an active participant in the conversation or meeting, bringing his or her particular knowledge and expertise to bear on the discussions helping TURN identify issues and angles that</p>	Noted

would almost certainly never come to mind. We find the remaining entries reflect TURN's substantial contribution and the coordinated work effort by its internal team. TURN submits that such meetings are part of an intervenor's effective advocacy before the Commission, and that intervenor compensation can and should be awarded for the time of all participants in conversations and meetings to advance the intervenor's advocacy efforts.

Ms. Salas worked very closely with SED, UCAN, CWA, CCUE, and Open Door Legal on most aspects of the proceeding and her time reflects this work with a COORD code. This coordination allowed Ms. Salas to conserve TURN's resources and yet fully participate with drafting pleadings, discussing strategy, conducting legal research and participating in settlement negotiations. In addition to discovery efforts of TURN, UCAN, CWA, CCUE, and Open Door Legal, TURN relied on the discovery efforts of SED to gather data that supported the consumer groups' position in the proceeding, including in the settlement process. TURN also coordinated efforts with ORA and OSA while they were active in negotiations.

Settlement

Many of TURN's hours reflect its participation in the settlement process. This proceeding took an unusual procedural route when the ALJ suspended the procedural schedule, at the request of SED and several parties, for six months of settlement negotiations and ordered a minimum of 16 hours of settlement negotiations each month. These negotiations often included several active parties with multiple stakeholder groups (electric utilities, telecommunications companies, municipal utilities and Commission staff) working to adopt specific proposals and language into Rule 18. After settlement negotiations ended, there were no additional hearings or comments cycles other than those related to the Motion to Adopt Settlement and the Proposed Decision. TURN submits that these settlement hours are reasonable because they directly apply to the issues in the proceeding, reflect little duplications of effort, and support the Settlement Agreement thus leading to a beneficial settlement for consumers.

Discovery

This case turned on fact-specific and data-driven proposals regarding utility pole inspection and repair identification processes, repair times, pole access processes, worker training, and cost estimates. Discovery

on these matters was critical to understanding the utilities' varied approaches to these issues and to better understand how stakeholder groups will participate in settlement. TURN developed and supported its settlement work, in part, by relying on discovery responses it received from electric and telecommunication utilities. When appropriate, TURN coordinated with several of the non-utility intervenors and SED on discovery. TURN also had to conduct at least one meet and confer with some of the settling parties. The time sheets contain hours marked as "DISC" to reflect the time spent on drafting, propounding, and analyzing discovery requests and responses, discussing responses with the utilities, and coordinating with SED and the intervenors. This code also represents time spent on issues related to the confidentiality of the data and the unique issues surrounding the use of discovery during a settlement process.

Travel

For this compensation request, TURN is including travel time and expenses for Ms. Salas. Ms. Salas traveled on several occasions as part of her work on this proceeding, including attendance at the PHC and multiple settlement talks. TURN submits that under the circumstances here the travel time should be fully compensable. While Ms. Salas participated by phone where possible, it was important that TURN be represented at each of these events by a person sufficiently familiar with the record in this proceeding, TURN's discovery efforts, and the history of settlement. Moreover, TURN was the most active consumer intervenor and was often the only consumer representative in the room. TURN faced the choice of having Ms. Salas, the person most familiar with the proceeding, travel to these events or preparing another staff attorney to participate in her stead. In addition, given the ALJ's minimum-hour requirement and drawn-out schedule it would have been challenging and inefficient to find another TURN advocate to participate in these discussions.

TURN recognizes that recently the Commission has been disallowing expenses incurred by Ms. Mailloux to travel from San Diego to attend Commission sponsored events, stating that such travel should be considered "routine commuting."³ However, TURN requests that the Commission reconsider its position on this issue. In 2016, TURN established a San Diego office with three staff attorneys working full time in energy and telecommunications Commission proceedings. This

³ See, D.15-06-018, p. 27; D.17-04-009, p. 33. Previously the Commission has compensated TURN for Ms. Mailloux's travel time, see, D.14-08-053, A.10-07-007 (reimburse Ms. Mailloux's time to attend a hearing)

office will allow TURN to better represent California consumers throughout the state, including Southern California. With its new Southern California presence, TURN urges the Commission to find that its travel is not treated as “routine commuting” because the TURN San Diego attorneys do not routinely commute to San Francisco. But instead, it is treated more akin to the travel claims of the Sierra Club (that has an office in Los Angeles and San Francisco), UCAN, or the National Asian American Coalition and can be properly reimbursed.⁴ For these reasons, the Commission should determine that the travel hours for Ms. Salas are reasonable and should be compensated in full.

Reasonableness of Expenses:

TURN requests that the Commission find the expenses associated with its participation in this case as reasonable. TURN made efforts to ensure that its copying and postage charges are reasonable.

Many of TURN’s phone calls reflect its participation in the settlement process. The ALJ suspended the procedural schedule for six months of settlement negotiations and ordered a minimum of 16 hours of settlement negotiations each month.

TURN has been cautious when incurring expenses and conservative in its decision whether to include certain expenses in this compensation request. Therefore, the Commission should find TURN’s direct expenses reasonable.

Attorney Hourly Rates:

Ashley Salas: TURN is using Ms. Salas’ approved rate for her work in 2016, and pending 2017 and 2018 requested rates filed in R.11-03-013 Comp Request (filed April 9, 2018). Ms. Salas has been an attorney since 2015 and has been working with TURN for over 18 months. She has taken increased responsibility and leadership opportunities on a number of cases over this time, including as lead attorney in this proceeding. TURN notes that in D.17-11-031, the Commission approved a rate of \$210 for Michael Iseri’s 2017 rates, an attorney with the Center for Accessible Technology who has a comparable background and years of experience. TURN has requested a similar rate for Ms. Salas for 2017 and a standard COLA increase for 2018 as

⁴ See, D.15-02-020, A.10-07-007 (Reimbursing Sierra Club for travel expenses incurred by Ed Osann from Los Angeles to attend evidentiary hearing in San Francisco; See also, D.16-10-035, A.14-11-003 at 10 (compensating NAAC for travel for two advocates); D.16-10-033, A.14-11-003, at 22 (compensating UCAN for Donald Kelley travel time).

approved by Resolution ALJ-352.		
<p>Christine Mailloux: TURN is using Ms. Mailloux's approved rate for her work in 2016 and 2017. Because of the small amount of hours for Ms. Mailloux for 2018 in this compensation request, TURN is using her approved 2017 rate. She has a requested 2018 rate pending in R.11-03-013.</p> <p>Tom Long: TURN is using Mr. Long's approved rate for 2017 for his work in 2017.</p> <p>Nina Suetake: TURN is using Ms. Suetake's approved rate for 2017 for her work in 2017.</p>		
c. Allocation of hours by issue:		Noted
GP	General Preparation - Work that generally does not vary with the number of issues TURN addresses in the case, including drafting the PHC statement and attending the PHC.	
COMP	Compensation - Work on the NOI and this Request for Compensation.	
SETT	Participate in settlement negotiations, review and analyze proposals, and draft and edit proposed terms of settlement.	
COOR	Coordination - Time devoted to coordinating advocacy, strategy, and issue coverage with other parties to the proceeding and to distribute responsibilities to ensure work is performed most efficiently and effectively.	
DISC	Discovery - Work on discovery-related issues including drafting and propounding discovery, analysis of discovery responses, coordinating with other parties on discovery, discussing and analyzing claims of confidentiality, and a meet and confer. TURN does not believe allocation of these entries is required, but if the Commission chooses to allocate these entries to specific issues they would roughly break down as: TR - 35%; WQ-45%, COOR- 20%.	
PROC	Procedural - Work to address procedural motions and events in the proceeding including the SED and Joint Electric Utilities Motion to Suspend, TURN's Motion for Party Status, TURN's draft of opening comments on the OIR (suspended by the ALJ and never filed), and discussion of confidentiality issues.	

#	Combined Efforts - Time entries that cover substantive work that cannot be easily identified as a specific activity code. TURN attempts to identify each entry with a specific issue and therefore entries with "#" are limited. TURN does not believe allocation of these entries is required, but if the Commission choose to allocate these entries to specific issues, they would roughly break down as: GP-10%, PROC-15%, SETT-10%, COOR-10%, DISC-15%, TR-15%, WQ-15%, OR-10%.	
SM	Settlement Motion / PD - Work to address concerns with the Settlement Agreement, Motion to Adopt the Settlement Agreement and with the Proposed Decision, including preparing for and attending an ex parte meeting.	
TR	Timeframes for Repair - Work to clarify the definition of Priority Levels 1-3, shorten the timeframe for repair of Level 2 repairs, and establish a timeframe for repair of Level 3 repairs. As well as review and analysis of utilities' associated cost estimates for the revised repair timeframes.	
WQ	Worker Qualifications - Work to support the inclusion and transparency of worker qualifications of utility employees that identify and schedule repairs for the utilities' auditable maintenance programs.	
EXP	Exceptions to Timeframes for Repair - Work to identify and provide rationale for exceptions to Priority Level 3 repairs to provide the opportunity to repair within a longer time period, and development of a process to request additional exceptions after the proceeding is closed.	
OR	Other Rules - Work to clarify GO 95 Rule 18's interaction with other rules, including SED's citation authority, SED's authority to expedite repairs, and the Fire Maps proceeding (R.15-05-006).	

B. Specific Claim:

CLAIMED						CPUC AWARD		
ATTORNEY, EXPERT, AND ADVOCATE FEES								
Item	Year	Hours	Rate \$	Basis for Rate*	Total \$	Hours	Rate \$	Total \$
Ashley Salas	2016	1.50	\$195	D.17-05-012	\$292.50	1.50	\$195.00	\$292.50
Ashley Salas	2017	203.00	\$210	Res. ALJ-345 (2.14% COLA, plus first 5% step increase in the 0-2 year experience tier, rounded to nearest \$5); request pending R.11-03-013 (filed April 9, 2018).	\$42,630.00	217.00 [A]	\$210.00	\$45,570.00
Ashley Salas	2018	10.25	\$225	Res. ALJ-352 (2.3% COLA, plus second 5% step increase in the 0-2 year experience tier, rounded to nearest \$5); request pending R.11-03-013 (filed April 9, 2018).	\$2,306.25	10.25	\$225.00	\$2,306.25
Christine Mailloux	2016	2.75	\$445	D.17-05-012	\$1,223.75	2.75	\$445.00	\$1,223.75
Christine Mailloux	2017	15.00	\$475	D.18-01-020	\$18,406.25	38.75 [B]	\$475.00	\$18,406.25
Christine Mailloux	2018	15.00	\$475	D.18-01-020	\$118.75	0.25 [C]	\$475.00	\$118.75
Nina Suetake	2017	4.50	\$375	D.18-05-016	\$1,687.50	4.50	\$375.00	\$1,687.50
Thomas J. Long	2017	7.50	\$585	D.17-11-029	\$4,387.50	7.50	\$585.00	\$4,387.50
Subtotal: \$71,052.50						Subtotal: \$73,992.50		

OTHER FEES								
Describe here what OTHER HOURLY FEES you are Claiming (paralegal, travel **, etc.):								
Item	Year	Hours	Rate \$	Basis for Rate*	Total \$	Hours	Rate	Total \$
Ashley Salas	2017	14.00	\$105.00	Half of hourly rate for 2017	\$1,470.00	14.00	\$105.00	\$1,470.00
Subtotal: \$1,470.00						Subtotal: \$1,470.00		
INTERVENOR COMPENSATION CLAIM PREPARATION **								
Item	Year	Hours	Rate \$	Basis for Rate*	Total \$	Hours	Rate	Total \$
Ashley Salas	2017	1.75	\$105.00	Half of 2017 rate	\$183.75	1.75	\$105.00	\$183.75
Ashley Salas	2018	12	\$112.5	Half of 2018 rate	\$1,350	12.00	\$112.50	\$1,350.00
Christine Mailloux	2017	0.25	\$237.5	Half of 2017 rate	\$59.38	0.25	\$237.50	\$59.38
Christine Mailloux	2018	3.25	\$237.5	Half of 2017 rate	\$771.88	3.25	\$237.50	\$771.88
Subtotal: \$2,365.00						Subtotal: \$2,365.01		
COSTS								
#	Item	Detail		Amount	Amount			
1.	Attorney Travel	Expenses related to travel in this proceeding.		\$1,247.76	\$1,227.76 [D]			
2.	Parking	Expenses related to parking in this proceeding.		\$83.00	\$103.00 [E]			
3.	Copies	Expenses related to copies in this proceeding.		\$1.10	\$1.10			
4.	Phone	Expenses related to phone in this proceeding.		\$162.05	\$162.05			
5.	Lodging	Expenses related to lodging in this proceeding.		\$131.42	\$131.42			
6.	Postage	Expenses related to postage in this proceeding.		\$2.94	\$2.94			
Subtotal: \$1,628.27					Subtotal: \$1,628.27			
TOTAL REQUEST: \$76,515.77					TOTAL AWARD: \$79,455.78			
<p>*We remind all intervenors that Commission staff may audit the records and books of the intervenors to the extent necessary to verify the basis for the award (§1804(d)). Intervenors must make and retain adequate accounting and other documentation to support all claims for intervenor compensation. Intervenor’s records should identify specific issues for which it seeks compensation, the actual time spent by each employee or consultant, the applicable hourly rates, fees paid to consultants and any other costs for which compensation was claimed. The records pertaining to an award of compensation shall be retained for at least three years from the date of the final decision making the award.</p> <p>**Travel and Reasonable Claim preparation time are typically compensated at ½ of preparer’s normal</p>								

hourly rate			
ATTORNEY INFORMATION			
Attorney	Date Admitted to CA BAR ⁵	Member Number	Actions Affecting Eligibility (Yes/No?) If "Yes", attach explanation
Ashley L. Salas	12/15	308374	No
Christine A. Mailloux	12/93	167918	No
Tom Long	12/86	124776	No
Nina Suetake	12/04	234769	No

C. Attachments Documenting Specific Claim and Comments on Part III:

Attachment or Comment #	Description/Comment
1	Certificate of Service
2	Timesheets for TURN's Attorney and Experts
3	TURN Direct Expenses
4	TURN Hours Allocated by Issue

D. CPUC Comments, Disallowances, and Adjustments:

Item	Reason
[A]	Reported hours for 2017 for Salas was 217.00 hours.
[B]	Reported hours for 2017 for Mailloux was 38.75 hours.
[C]	Reported hours for 2018 for Mailloux was 0.25 hours.
[D]	Reported Travel expenses for the proceeding was \$1,227.76.
[E]	Reported Parking expenses for the proceeding was \$103.00

PART IV: OPPOSITIONS AND COMMENTS:

(Within 30 days after service of this Claim, Commission Staff or any other party may file a response to the Claim (*see* § 1804(c)))

A. Opposition: Did any party oppose the Claim?	No
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⁵ This information may be obtained through the State Bar of California's website at <http://members.calbar.ca.gov/fal/MemberSearch/QuickSearch>.

B. Comment Period: Was the 30-day comment period waived (<i>see</i> Rule 14.6(c)(6))?	Yes
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FINDINGS OF FACT

1. The Utility Reform Network has made a substantial contribution to D.18-05-042.
2. The requested hourly rates for The Utility Reform Network's representatives, as adjusted herein, are comparable to market rates paid to experts and advocates having comparable training and experience and offering similar services.
3. The claimed costs and expenses, as adjusted herein, are reasonable and commensurate with the work performed.
4. The total of reasonable compensation is \$79,455.78.

CONCLUSION OF LAW

1. The Claim, with any adjustment set forth above, satisfies all requirements of Pub. Util. Code §§ 1801-1812.

O R D E R

1. The Utility Reform Network shall be awarded \$79,455.78.
2. Within 30 days of the effective date of this decision, the California Public Utilities Commission, Intervenor Compensation Fund shall pay The Utility Reform Network the total award. Payment of the award shall include compound interest at the rate earned on prime, three-month non-financial commercial paper as reported in Federal Reserve Statistical Release H.15, beginning October 15, 2018, the 75th day after the filing of The Utility Reform Network's request, and continuing until full payment is made.
3. The comment period for today's decision is waived.

This decision is effective today.

Dated _____, at Oxnard, California.

APPENDIX**Compensation Decision Summary Information**

Compensation Decision:		Modifies Decision?	No
Contribution Decision(s):	D1805042		
Proceeding(s):	R1612001		
Author:	ALJ Division		
Payer(s):	California Public Utilities Commission, Intervenor Compensation Fund		

Intervenor Information

Intervenor	Date Claim Filed	Amount Requested	Amount Awarded	Multiplier?	Reason Change / Disallowance
The Utility Reform Network	July 31, 2018	\$76,515.77	\$79,455.78	N/A	Difference in Reported Hours.

Hourly Fee Information

First Name	Last Name	Attorney, Expert, or Advocate	Hourly Fee Requested	Year Hourly Fee Requested	Hourly Fee Adopted
Ashley	Salas	Attorney	\$195.00	2016	\$195.00
Ashley	Salas	Attorney	\$210.00	2017	\$210.00
Ashley	Salas	Attorney	\$225.00	2018	\$225.00
Christine	Mailloux	Attorney	\$445.00	2016	\$445.00
Christine	Mailloux	Attorney	\$475.00	2017	\$475.00
Christine	Mailloux	Attorney	\$475.00	2018	\$475.00
Nina	Suetake	Attorney	\$375.00	2017	\$375.00
Thomas	Long	Attorney	\$585.00	2017	\$585.00

(END OF APPENDIX)